

FACILITY RENTAL CONTRACT FOR MOUNTAIN LAKE PARK

The TOWN OF WARWICK, 132 Kings Highway, Warwick, New York 10990 (the "Town") hereby grants to _____ (the "User") permission to use the portion of the Town facilities located at the Mountain Lake Park, 46 Bowen Road, Warwick, New York 10990 described herein, subject to the Terms and Conditions of this Agreement contained herein and attached hereto.

TERMS OF USE:

- 1. FACILITIES: The portion(s) of the facility to be occupied by the User are picnic area firepit circle, lodge main dining hall, lodge lounge, lodge lower level, kitchen, office main room, office breakout rooms #_____, faculty row cabins # _____, apartments #_____, Art building rooms _____, theater building, lakeside pavilion/outdoor theater, hill cabins # _____.

The following items may be included in the rental or may incur an additional fee:

- picnic tables/grills, kitchen storage, dining tables, chairs and serving stations, dishes and silverware, kitchen cookware, tablecloths and linens, sheets, blankets, pillows, towels wi-fi in lodge and office area, hot water in showers, toilet paper, hand soap in bathrooms, AC in rooms, heat in rooms, clean rooms

- 2. DATES/TIME OF USE: The facilities shall be available from _____ am/pm on _____ to _____ am/pm on _____.

- 3. RENT: The total rental for the time of usage is \$_____, payable upon the signing of this Agreement.

- 4. USE OF PREMISES: The User rents the facility for the for the following activities:

No other activities shall be conducted by the User without the express written permission of the Town.

CONDITIONS OF USE:

1. LIABILITY: The Town shall not be liable for any injuries, deaths, or property damage arising out of the use by the User of the rented facilities and equipment, and the User agrees to indemnify and hold harmless the Town from and against any and all loss, cost, including attorneys' fees, damages, expense and liability including statutory liability and liability under workmen's compensation laws in connection with claims for damages as a result of injury or death of any person, or property damage to any property sustained by the Town and/or all other persons, which arise from or in any manner grow out of any act of neglect in or about the facility by the User or its agents, employees, customers, invitees, contractors and subcontractors. The Town requires a Certificate of Insurance

with the Town listed as an additional insured on terms and conditions set forth in the insurance rider annexed hereto.

2. **PURPOSE & LIMITATIONS:** The User may use the premises rented hereunder for the purpose listed above and none other. No admission fee, donation, contribution, or other charge shall be collected or be permitted to be collected by the User for any reason, unless prior approval has been secured in writing from the Town. The User hereby agrees that the number of persons on the rented premises during the rental period shall not exceed _____ persons.

3. **SECURITY DEPOSIT:** A security deposit will be collected for each rental of a cabin, building or outdoor structure. The amount of the security deposit is subject to change without notice. After all facility keys have been returned and the facility has been satisfactorily inspected for cleanliness and damages, security deposits will be refunded. Deposits originally paid by check will not be refunded until a minimum of 10 days has passed.

4. **DECORATIONS & CLEAN-UP:** The User shall not alter, in any way, the interior or exterior of any facility without written approval of the Town. **THE USE OF STAPLES, NAILS, TACKS, GLUE AND OTHER DAMAGING ITEMS TO SECURE DECORATIONS IS PROHIBITED.** Tables and chairs must be put back in their original storage or set-up positions. It shall be the responsibility of the User to keep the premises, including but not limited to counters, floors, tables, and equipment/appliances, clean and free of debris and restore them to their pre- booking condition. Trash must be picked up, tied in bags, and deposited in the appropriate containers inside or near the facility. Doors and windows must be securely closed and locked at the completion of the booking. Stove and water faucets must be turned off. The User shall forfeit the security deposit and may be required to pay additional costs for damages or extra staff time required to clean and restore the facilities. This amount will be determined on a cost recovery basis.

5. **KEYS:** Cabins require the User have keys to gain entry. **THE USER IS RESPONSIBLE FOR PICKING UP THE NECESSARY KEY(S) AT THE AT THE TIME OF THE FACILITY RENTAL. THE INDIVIDUAL PICKING UP THE KEY MUST BE AUTHORIZED ON THE FACILITY RENTAL CONTRACT AND SHOW IDENTIFICATION TO PICK UP THE KEYS. ALL FACILITY KEYS MUST BE RETURNED AT THE CONCLUSION OF THE RENTAL.** If a key is lost, stolen, or not surrendered when requested, a charge that reflects the cost of changing any and all locks may be assessed. This may result in forfeiture of any facility deposit plus additional charges if the costs exceed the security deposit. A minimum charge of \$150.00 for re-keying costs will apply. Charges could be higher based on actual costs.

6. **PERMIT/LICENSES:** It shall be the responsibility of the User to obtain all necessary permits or licenses required for the activity and to abide by all federal, state, and local laws, ordinances, and resolutions. These may include but are not limited to food preparation, alcohol or sellers permits.

7. **CATERING OF EVENTS:** If the User wishes to use a caterer for their event and the caterer is provided directly by the User, such caterer shall provide a certificate of insurance naming the Town as an additional insured with terms as set forth in the Insurance Rider annexed hereto, and the caterer shall sign a Use and Indemnification Agreement in a form provided by the Town. The User shall pay an agreed upon fee to the Town for the use of the kitchen. If the User wishes to use a caterer provided by the Town, the User and the caterer shall enter into an agreement for services which shall include the fee for the use of the kitchen. In all circumstances, the User shall be solely responsible for payment to the caterer.

8. **LOUD NOISE LIMITATIONS:** Please keep the volume of public address systems or loudspeakers confined to the immediate area of the participating group. The Town has the authority to order a reduction in the volume whenever it becomes a nuisance because of the volume or method in which it is being operated.

9. **SMOKING & ALCOHOL LIMITATIONS: SMOKING IS PROHIBITED IN ALL TOWN-OWNED INDOOR FACILITIES:** No alcoholic beverages as defined by the Alcoholic Beverage Control Law of the State of New York shall be provided or consumed at the facility unless approved pursuant to the issuance by resolution of the Town Board of a written permit to be posted at the facility at the time of the event. Such written permit may be given upon the sole discretion of the Town Board upon a written application received by the Town Clerk at least two weeks before the date requested. Proof of financial responsibility, appropriate security arrangements and adequate cleanup may be required. All provisions of Town Code § 106-9 shall be complied with by the User.

10. **COLLECTION OF MONEY:** No admission fees, donations, or contributions or other fare shall be collected or be permitted to be collected by the renter, unless prior approval has been secured in writing from the Town.

11. **AUTHORIZED ACCESS TO PREMISES:** The User grants the Town and any officer or employee of the Town right to enter the rented premises at any time.

12. **CANCELLATIONS:** A cancellation fee of \$_____ will be charged for all cancellations made by the User at least ____ days prior to the day of the event. All such cancellations must be made in writing and if timely given, the amounts paid, less the cancellation fee, shall be refunded to the User. Any cancellation made by the User less than ____ days prior to the day of the event shall have a cancellation fee of fifty (50%) of the amount paid and the balance shall be refunded to the User. This contract is contingent on the absence of any governmental regulations prohibiting fulfillments hereof and other causes beyond the control of the Town, and if such instances arise, the Town may cancel this contract and shall thereupon refund the full amount of the amounts paid to the User.

13. **LOST & FOUND ARTICLES:** The Town is not responsible for personal belongings left, lost, or stolen on the rental premises. Please call the Kutz Camp facility for lost and found inquiries.

14. PROBLEMS/ISSUES WITH FACILITY: For problems with the facility, call the On-Call Person for the facility at () _____.

15. VIOLATIONS & CONDITIONS OF USE: Violation of any of the above Conditions of Use may result in forfeiture of the security deposit and/or penalty fees of up to \$200.00 for each infraction. These fees shall be cumulative.

USE OF FACILITY:

1. Only vehicles associated with the event are allowed within the facility and shall park in designated parking areas. No vehicles shall be parked that block or impede access to the roadways within the facility. The maximum number of vehicles for the event are ____.

2. The user will furnish all personnel and equipment necessary to run the event.

3. The user is responsible to notify participants, spectators, and staff associated with the event rules and regulations set forth herein.

4. It shall be the responsibility of the renter to maintain the area, including restrooms, throughout the event and to restore all areas and facilities to the condition they were in prior to the event. The renter agrees to pay additional fees for damages or extra time required to clean and restore the facility. This amount will be determined by the Town.

5. It shall be the responsibility of the renter to control participants, vehicles, and all situations involved with the event.

6. The undersigned hereby affirm that they have read this agreement, and fully understand its terms.

Dated: _____

Town of Warwick, Recreation Director

User Name:

Address: _____

Email: _____

Phone Number: _____

Signature: _____

INSURANCE RIDER

TOWN OF WARWICK VENDOR / CONTRACTOR INSURANCE REQUIREMENTS

Insurance Schedule

Identified Insurance means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Vendor/Contractor shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to “Vendor/Contractor” herein are intended to include Contractor and any subcontractors.

Vendor/Contractor shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best’s Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers compensation	Statutory Limits
Commercial General Liability or Combination w/Commercial Umbrella	\$2M per occurrence \$2M personal and advertising injury \$2M products and completed operations \$2M general aggregate
Automobile liability- Hired, Owned and Non-Owned	\$1M combined single limit
For Professional Services Only: Professional liability / Errors and Omissions	\$2M per claim \$2M annual aggregate
When Liquor is being served or sold: Liquor Liability	\$2M per occurrence \$2M policy aggregate

Other Insurance Provisions

1. The Identified Insurance shall include the following provision on the Commercial General Liability, Umbrella and/or Liquor Liability insurance policies to name the following as additional party insureds (***Additional Insureds***), covering all the activities of Contractor with respect to the performance of this Agreement:

Town of Warwick, Inc., and its respective affiliated persons and entities, including without limitation their respective directors, officers, employees, agents and representatives shall be additional insureds on the Commercial General Liability, Umbrella and/or Liquor Liability insurance policies.
2. The Identified Insurance shall also:
 - (a) require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;
 - (b) be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);
 - (c) endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and
 - (d) in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.
3. Vendor/Contractor shall furnish to us upon request certificates of insurance evidencing all Identified Insurance and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies. If a Contractor, performing work on any Town owned property, they and any subcontractors shall provide the ACORD 855 NY Construction Addendum in addition to the Certificate of Insurance.
4. All Identified Insurance shall be written on an occurrence basis except for Contractor's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Vendor/ Contractor, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.
5. To the fullest extent allowed by law, Vendor/Contractor hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees.
6. Vendor/Contractor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Contractor shall bear the risk of loss with respect to any of its expenses or loss of income.